admitted without reference to hearsay rules. See THAYER, LEGAL ESSAYS, pp. 291 *et seq.*; 3 WIGMORE, EVIDENCE, §§ 1715, 1778–80; 28 HARV. L. REV. 299. The form of statement, therefore, whether narrative of a past event or explanatory of a present occurrence, is immaterial.

HOMESTEAD — EXEMPTION — REVIVAL OF JUDGMENT LIEN ON SALE OF HOMESTEAD. — The plaintiff had recovered a judgment against one who owned only a homestead constitutionally exempt from forced sale. Later the homestead was alienated and the plaintiff now attempts to enforce his judgment lien against the grantee. *Held*, that the property passed to the grantee free from any lien. *Gray* v. *Deal*, 151 Pac. 205 (Okl.).

There are two views as to the operation of a judgment lien on property exempt by statute from forced sale. In a few states it is held, as in the principal case, that the provision negatives the possibility of even a dormant lien so that the homestead may be conveyed free and clear. *Morris* v. *Ward*, 5 Kan. 239; *Green* v. *Marks*, 25 Ill. 221. This result is sometimes reached by a construction based on other statutes indicating this to be the legislative intent. *Lamb* v. *Shays*, 14 Ia. 567. The majority view, however, is that the lien attaches, though it is held in abeyance by the exemption statute, which grants only a personal right of exemption to the owner of the homestead. Thus the lien becomes active when the land is alienated. *Allen* v. *Cook*, 26 Barb. (N. Y.) 374. See *Norris* v. *Kidd*, 28 Ark. 485. The Oklahoma constitution provides that the homestead of the family shall be exempt from forced sale for the payment of debts. WILLIAMS, CONST., § 303. But a statute declares that judgments of courts of record shall be liens on the real estate of the debtor. GEN. STAT. OKL., § 5192. A strict construction of the exemption would not prohibit the attachment of the lien but only the final process or forced sale. Whether a court will make such a construction, or follow the rule of the principal case, depends, in the absence of any evidence of legislative intent, on the general attitude toward the policy of the exemption acts in the particular jurisdiction. *Morris* v. *Ward*, *supra*. *Cf. Norris* v. *Kidd*, *supra*.

INSURANCE — RIGHT OF BENEFICIARY — WHETHER RESERVED RIGHT TO CHANGE BENEFICIARIES GIVES INSURED RIGHT TO SURRENDER POLICY WITHOUT CONSENT OF BENEFICIARY. — A man in taking out a policy of life insurance reserved the right to change beneficiaries. Later, without the consent of the beneficiary, the insured surrendered the policy to the company, receiving consideration therefor. After the death of the insured the beneficiary sues the company on the policy. *Held*, that she may recover. *Roberts* v. *N. W. Nat'l Life Ins. Co.*, 85 S. E. 1043 (Ga.).

It is well settled that the beneficiary of an ordinary life insurance policy has a vested right to the amount to be paid. *Mutual Life Ins. Co.* v. *Allen*, 212 Ill. 134, 72 N. E. 200; *Washington Life Ins. Co.* v. *Berwald*, 97 Tex. 111, 76 S. W. 442. See 13 HARV. L. REV. 682. The same is true although the policy provides that on a certain condition another is to become beneficiary. *In re Peckham*, 29 R. I. 250, 69 Atl. 1002; *Lockwood* v. *Mich. Mutual Life Ins. Co.*, 108 Mich. 334, 66 N. W. 229. In these cases the insured has put the policy beyond his power of control. Even where the insured has reserved control through the right to change beneficiaries, some courts, as that in the principal case, hold that the right of the beneficiary is vested. *Holder* v. *Prudential Ins. Co.*, 77 S. C. 299, 57 S. E. 853; *Sullivan* v. *Maroney*, 76 N. J. Eq. 104, 73 Atl. 842. As the reservation of the right to change of beneficiaries certainly cannot be construed to include a right of the insured to surrender the policy, if the interest of the beneficiary is vested, it cannot be destroyed by an unconsented surrender. *Holder* v. *Prudential Ins. Co.*, *supra*. However, a vested right in the bene-